UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service
Grain Division
Seed Branch
Agricultural Research Center
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PROSECUTIONS AND SEIZURES UNDER THE FEDERAL SEED ACT
(July 1, 1962 to June 30, 1963) (544-578)

544. False labeling of noxious-weed seeds, excessive noxious-weed seeds, and failure to keep a complete record. U. S. v. Vollstedt's, Inc., Albany, Oregon. (FS 861)

Vollstedt's, Inc., on September 30, 1957, delivered for transportation from Albany, Oregon, to Oklahoma City, Oklahoma, 10 bags of chewings fescue seed.

A complaint was filed in U. S. District Court for the District of Oregon alleging that Vollstedt's, Inc., delivered for transportation in interstate commerce 10 bags of the seed in violation of the Federal Seed Act.

The seed had a false labeling in that labels attached to the bags represented the seed to contain no noxious-weed seeds; whereas, the seed was found to contain sheep sorrel seeds at the rate of 806 per pound. Sheep sorrel seeds are considered noxious-weed seeds in the State of Oklahoma. It is required under the Federal Seed Act, by reason of the Oklahoma State law and regulations, that agricultural seed shipped into that State shall be labeled to show the name and number per pound of such noxious-weed seeds.

Agricultural seed containing in excess of 500 sheep sorrel seeds per pound is prohibited from sale in the State of Oklahoma and therefore is prohibited from shipment into that State under the Federal Seed Act.

A complete record of the purity of the seed, including a file sample, was not kept by the interstate shipper as required by the Federal Seed Act and regulations thereunder.

On November 2, 1962, a judgment in the amount of $75 plus costs was entered against Vollstedt's, Inc.

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545. False labeling as to germination, variety and noxious-weed seeds and excessive noxious-weed seeds. U. S. v. Payne Bros. Seed Company. (FS 900 and FS 941)

Payne Bros. Seed Company transported from Nashville, Tennessee, or Gallatin, Tennessee, 2 bags of Kentucky bluegrass seed to Cullman, Alabama, on August 19, 1957; 52 bags of Korean lespedeza seed to Florence, Alabama, on April 10, 1958; 10 bags of orchardgrass seed to Hamilton, Alabama, on August 11, 1958; 30 bags of crimson clover seed and 70 bags of rye seed to Cullman, Alabama, on August 11, 1958; 10 bags of rye seed to Florence, Alabama, on August 11, 1958; and 10 bags of Korean lespedeza seed to Hartselle, Alabama, on April 2, 1959.

Complaints were filed in U. S. District Court for the Middle District of Tennessee alleging that Payne Bros. Seed Company transported in interstate commerce 2 bags of Kentucky bluegrass seed, 50 bags of Korean lespedeza seed, 5 bags of orchardgrass seed, 5 bags of crimson clover seed and 40 bags of rye seed, 8 bags of rye seed, and 5 bags of Korean lespedeza seed in violation of the Federal Seed Act.

The Kentucky bluegrass seed was falsely labeled in that labels attached to the bags represented the seed to have a germination of 75 percent; whereas, the seed was found to have a germination of 47 percent in October 1957.

The Korean lespedeza seed shipped to Florence, Alabama, was falsely labeled in that labels attached to the bags represented the seed to contain the noxious-weed seed bracted plantain at the rate of 63 per pound; whereas, the seed was found to contain 1,080 bracted plantain seeds per pound. In addition, agricultural seed containing in excess of 300 bracted plantain seeds per pound is prohibited from sale in the State of Alabama and therefore is prohibited from shipment into that State under the Federal Seed Act.

The orchardgrass seed was falsely labeled in that labels attached to the bags represented the seed to contain no noxious-weed seeds; whereas, the seed was found to contain the noxious-weed seed sheep sorrel at the rate of 858 per pound. In addition, agricultural seed containing in excess of 300 sheep sorrel seeds per pound is prohibited from sale in the State of Alabama and therefore is prohibited from shipment into that State under the Federal Seed Act.

The crimson clover seed and rye seed shipped to Cullman, Alabama, were falsely labeled in that labels attached to the bags represented the crimson clover seed to have a germination of 83 percent, and represented the rye seed to be the Balbo variety of rye; whereas, the crimson clover seed was found to have a germination of 56 percent in November 1958 and the rye seed was not the Balbo variety.

The rye seed shipped to Florence, Alabama, was falsely labeled in that labels attached to the bags represented the seed to have a germination of 85 percent; whereas, the seed was found to have a germination of 54 percent in November 1958.

The Korean lespedeza seed shipped to Hartselle, Alabama, was falsely labeled in that labels attached to the bags represented the seed to contain the noxious-weed seed bracted plantain at the rate of 27 per pound; whereas, the seed was found to contain 486 bracted plantain seeds per pound. In addition, agricultural seed containing in excess of 300 bracted plantain seeds per pound is prohibited from sale in the State of Alabama and therefore is prohibited from shipment into that State under the Federal Seed Act.

The Court dismissed an additional count which alleged that the interstate shipper failed to keep a complete record of the germination of the Kentucky bluegrass seed. Two counts were also dismissed involving a lot of rye seed alleged to be falsely labeled as to variety.

On November 19, 1962, a judgment in the amount of $225 was entered against Payne Bros. Seed Company.

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546. Incomplete labeling. U. S. v. M. F. A. Central Cooperative, Inc., Booneville, Missouri. (FS 909)

M. F. A. Central Cooperative, Inc., on January 17, 1959, delivered for transportation from Booneville, Missouri, to Batesville, Arkansas, 365 bags of Korean lespedeza seed.

A complaint was filed in U. S. District Court for the Western District of Missouri alleging that M. F. A. Central Cooperative, Inc., delivered for transportation in interstate commerce 365 bags of the seed in violation of the Federal Seed Act.

The seed failed to bear labels giving the detailed information required by the Federal Seed Act. The seed was found to contain horsenettle seeds at the rate of 126 per pound. Horsenettle seeds are considered noxious-weed seeds in the State of Arkansas.

On July 10, 1962, a judgment in the amount of $100 plus costs was entered against M. F. A. Central Cooperative, Inc.

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547. False labeling as to variety. U. S. v. Dannen Mills, Inc., St. Joseph, Missouri. (FS 911)

Dannen Mills, Inc., during the period from October 3, to October 8, 1957, sold for shipment from Elgin, Nebraska, to Louisville, Kentucky, 1,800 bags of rye seed.

A complaint was filed in U. S. District Court for the Western District of Missouri alleging that Dannen Mills, Inc., sold for interstate shipment 15 bags of the seed in violation of the Federal Seed Act.

This seed was falsely labeled in that labeling accompanying and pertaining to the seed represented the seed to be the Balbo variety of rye; whereas, the seed was not the Balbo variety.

On September 14, 1962, Dannen Mills, Inc., paid to the United States $100 plus costs in settlement of the complaint.

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548. False labeling as to germination and incomplete labeling. U. S. v. Dixie Seed Company, Inc., Ochlochnee, Georgia. (FS 924)

Dixie Seed Company, Inc., transported from Ochlochnee, Georgia, 43 bags of rye seed, lot No. 1, and 25 bags of rye seed, lot No. 3A, to Tallahassee, Florida, on October 5, 1959, and 50 bags of oat seed to Gainesville, Florida, on October 15, 1959.

A complaint was filed in U. S. District Court for the Middle District of Georgia alleging that Dixie Seed Company, Inc., transported in interstate commerce 43 bags of rye seed, lot No. 1; 25 bags of rye seed, lot No. 3A; and 40 bags of the oat seed in violation of the Federal Seed Act.

The 43 bags of rye seed, lot No. 1, and 25 bags of rye seed, lot No. 3A, were falsely labeled in that labels attached to the bags in lot No. 1 represented the seed to have a germination of 81 percent and labels attached to the bags in lot No. 3A represented the seed to have a germination of 77 percent; whereas, the seed in lots Nos. 1 and 3A were found to have germinations of 51 and 56 percent, respectively, in November 1959.

Labels attached to the bags of rye seed, lots Nos. 1 and 3A, failed to bear the name and address of the interstate shipper or, in lieu thereof, the name and address of the consignee together with a code designation assigned by the Secretary of Agriculture identifying the interstate shipper as required by the Federal Seed Act.

The oat seed was falsely labeled in that labels attached to the bags represented the seed to have a germination of 85 percent; whereas, the seed was found to have a germination of 42 percent in December 1959.

On October 16, 1962, Dixie Seed Company, Inc., paid to the United States $225 plus costs in settlement of the complaint.

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549. False labeling as to noxious-weed seeds and excessive noxious-weed seeds. U. S. v. Lipscomb Brothers, Inc., Springfield, Missouri. (FS 929)

Lipscomb Brothers, Inc., on September 15, 1960, delivered for transportation from Springfield, Missouri, to Marshall, Arkansas, 35 bags of oat seed.

A complaint was filed in U. S. District Court for the Western District of Missouri alleging that Lipscomb Brothers, Inc., delivered for transportation in interstate commerce 35 bags of the seed in violation of the Federal Seed Act.

The seed was falsely labeled in that labels attached to the bags represented the seed to contain the noxious-weed seed cheat or chess at the rate of 27 per pound and to contain 0.30 percent weed seeds; whereas, the seed was found to contain 638 cheat or chess seeds per pound and 1.10 percent weed seeds.

Agricultural seed containing in excess of 300 of any one kind or a combined total of 500 of such noxious-weed seeds per pound is

prohibited from sale in the State of Arkansas and therefore is prohibited from shipment into that State under the Federal Seed Act.

On August 20, 1962, a judgment in the amount of $200 plus costs was entered against Lipscomb Brothers, Inc.

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550. Failure to indicate the presence of noxious-weed seeds, incomplete labeling, false labeling of germination and date of test, and failure to test within 5 months prior to shipment. U. S. v. William G. Scarlett & Company. (FS 951 and FS 957)

William G. Scarlett & Company delivered for transportation from Baltimore, Maryland, 213 bags of orchardgrass seed to Athens, Georgia, on September 17, 1958; 30 bags of sericea lespedeza seed to Jasper, Georgia, on February 27, 1959; 10 bags of timothy seed to Madison, Virginia, on September 2, 1959; 5 bags of orchardgrass seed to Winchester, Virginia, on February 11, 1960; 25 bags of oat seed to Charlottesville, Virginia, on February 11, 1960; 1 bag of mixed agricultural seed to Stanton, Delaware, on September 14, 1960; and 86 bags of striate lespedeza seed to Harrisonburg, Virginia, on December 29, 1960.

Complaints were filed in U. S. District Court for the District of Maryland alleging that William G. Scarlett & Company delivered for transportation in interstate commerce 52 bags of orchardgrass seed, 30 bags of sericea lespedeza seed, 4 bags of timothy seed, 5 bags of orchardgrass seed, 25 bags of oat seed, 1 bag of mixed agricultural seed, and 75 bags of striate lespedeza seed in violation of the Federal Seed Act.

Labels attached to the bags of orchardgrass seed failed to indicate the presence of any noxious-weed seeds; whereas, the seed was found to contain dock seeds at the rate of 117 per pound. Dock seeds are considered noxious-weed seeds in the State of Georgia. It is required under the Federal Seed Act, by reason of the Georgia State law and regulations, that agricultural seed shipped into that State shall be labeled to show the name and number per pound of such noxious-weed seeds. In addition, labels attached to the bags failed to show the name and address of the interstate shipper or, in lieu thereof, the name and address of the consignee together with a code designation issued by the Secretary of Agriculture identifying the interstate shipper as required by the Federal Seed Act.

The sericea lespedeza seed was falsely labeled in that labels attached to the bags represented the seed to have a germination of 60 percent, 30 percent hard seeds, and 90 percent total germination and hard seeds, and to have been tested in February 1959 to determine the germination and hard seed percentages; whereas, the seed was found to have a germination of 49 percent, 16 percent hard seeds, or a total germination and hard seed percentage of 65 in May 1959, and the test to determine the germination and hard seed percentages had not been made in February 1959. In addition, a test to determine the percentage of germination of the seed was not made within a 5-month period immediately prior to delivery for transportation in interstate commerce as required by the Federal Seed Act.

The timothy seed was falsely labeled in that labels attached to the bags represented the seed to have a germination of 85 percent; whereas, the seed was found to have a germination of 50 percent in November 1959.

Labels attached to the bags of orchardgrass seed did not indicate the presence of any wild mustard seeds; whereas, the seed was found to contain wild mustard seeds at the rate of six per ounce. Wild mustard seeds are considered restricted noxious-weed seeds in the State of Virginia. It is required under the Federal Seed Act, by reason of the Virginia State law and regulations, that agricultural seed shipped into that State shall be labeled to show the name and number per ounce of such noxious-weed seeds.

The oat seed was falsely labeled in that labels attached to the bags represented the seed to have a germination of 90 percent; whereas, the seed was found to have a germination of 50 percent in March 1960.

The mixed agricultural seed was falsely labeled in that a label attached to the bag represented the timothy seed in the mixture to have a germination of 75 percent and to have been tested in July 1960 to determine the percentage of germination; whereas, the timothy seed was found to have a germination of 39 percent in December 1960 and the seed was not tested in July 1960 to determine the percentage of germination. In addition, a test to determine the percentage of germination of the timothy seed was not made within a 5-month period immediately prior to delivery for transportation in interstate commerce as required by the Federal Seed Act.

Labels attached to the bags of striate lespedeza seed did not indicate the presence of wild onion or wild garlic seeds or bulblets; whereas, the seed was found to contain wild onion or wild garlic seeds or bulblets at the rate of four per ounce. Wild onion or wild garlic seeds or bulblets are considered restricted noxious-weed seeds in the State of Virginia. It is required under the Federal Seed Act, by reason of the Virginia State law and regulations, that agricultural seed shipped into that State shall be labeled to show the name and number per ounce of such noxious-weed seeds. In addition, labels attached to the bags failed to show the name and address of the interstate shipper or, in lieu thereof, the name and address of the consignee together with a code designation issued by the Secretary of Agriculture identifying the interstate shipper as required by the Federal Seed Act.

On September 28, 1962, judgments in the total amount of $800 plus costs were entered against William G. Scarlett & Company.

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551. False labeling as to purity, false labeling as to noxious-weed seeds, inexcessive noxious-weed seeds, and incomplete labeling. U. S. v. Sawan, Inc., Columbus, Mississippi. (FS 962)

Sawan, Inc., delivered for transportation 10 bags of bermudagrass seed from Atlanta, Georgia, to Orlando, Florida, on April 13, 1960; and 50 bags of white clover seed, lot No. 4; 50 bags of white clover seed, lot No. 7; and 3 bags of white clover seed, lot No. 4313-2; from Columbus, Mississippi, to Atlanta, Georgia, on September 1, 1960.

A complaint was filed in U. S. District Court for the Northern District of Mississippi alleging that Sawan, Inc., delivered for transportation in interstate commerce 10 bags of bermudagrass seed; 50 bags of white clover seed, lot No. 4; 50 bags of white clover seed, lot No. 7; and 3 bags of white clover seed, lot No. 4313-2; in violation of the Federal Seed Act.

The bermudagrass seed was falsely labeled in that labels attached to the bags represented the seed to consist, in part, of 98.99 percent pure seed and 0.00 percent weed seeds; whereas, the seed was found to consist, in part, of 97.70 percent pure seed and 1.50 percent weed seeds.

All three lots of white clover seed were falsely labeled in that labels attached to the bags represented lot No. 4 to contain the

noxious-weed seed bermudagrass at the rate of 18 per pound, represented lot No. 7 to contain no noxious-weed seeds, and represented lot No. 4313-2 to contain the noxious-weed seed dodder at the rate of 36 per pound; whereas, lot No. 4 was found to contain 169 bermudagrass seeds per pound, lot No. 7 was found to contain 104 bermudagrass seeds per pound, and lot No. 4313-2 was found to contain 221 dodder seeds per pound. Agricultural seed containing in excess of 100 dodder seeds per pound is prohibited from sale in the State of Georgia and therefore is prohibited from shipment into that State under the Federal Seed Act.

Labels attached to the bags of lots Nos. 4 and 7 failed to show the percentage of germination exclusive of hard seed, percentage of hard seed, and the name and address of the interstate shipper or, in lieu thereof, the name and address of the consignee together with a code designation issued by the Secretary of Agriculture identifying the interstate shipper as required by the Federal Seed Act.

On August 15, 1962, Sawan, Inc., paid to the United States $125 plus $43 costs in settlement of the complaint.

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552. False labeling of purity and failure to keep a complete record. U. S. v. Moorhead Seed & Grain Company, Inc., Moorhead, Minnesota. (FS 963)

Moorhead Seed & Grain Company, Inc., on March 8, 1961, delivered for transportation from Moorhead, Minnesota, to Fargo, North Dakota, 40 bags of smooth brome seed.

A complaint was filed in U. S. District Court for the District of Minnesota alleging that Moorhead Seed & Grain Company, Inc., delivered for transportation in interstate commerce 20 bags of the seed in violation of the Federal Seed Act.

The seed was falsely labeled in that labeling accompanying and pertaining to the seed represented the seed to consist, in part, of 88.71 percent pure seed, 10.31 percent inert matter, and 0.20 percent other crop seeds; whereas, the seed was found to consist, in part, of 82.50 percent pure seed, 16.05 percent inert matter, and 1.31 percent other crop seeds.

In addition, a complete record of the purity of the seed, including a file sample, was not kept by Moorhead Seed & Grain Company, Inc., as required by the Federal Seed Act and the regulations thereunder.

On August 3, 1962, a judgment in the amount of $100 plus $43 costs was entered against Moorhead Seed & Grain Company, Inc.

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553. Incomplete labeling, false labeling as to noxious-weed seeds, and failure to test within 5 months prior to shipment. U. S. v. W. T. Nolin, Hamburg, Louisiana. (FS 964)

W. T. Nolin delivered for transportation from Hamburg, Louisiana, 50 bags of white clover seed, lot No. 5, to Montgomery, Alabama, on August 22, 1960, and 50 bags of white clover seed, lot No. 4, and 50 bags of white clover seed, lot No. 7, to Columbus, Mississippi, on August 24, 1960.

A complaint was filed in U. S. District Court for the Western District of Louisiana alleging that W. T. Nolin delivered for transportation in interstate commerce 40 bags of white clover seed, lot No. 5; 50 bags of white clover seed, lot No. 4; and 36 bags of white clover seed, lot No. 7, in violation of the Federal Seed Act.

Labels attached to the bags of the three lots did not give the percentage of germination exclusive of hard seed and the percentage of hard seed as required by the Federal Seed Act.

The test to determine the percentage of germination of white clover seed, lot No. 5, was not made within a 5-month period immediately prior to delivery for transportation in interstate commerce as required by the Federal Seed Act.

White clover seed, lot No. 5, was falsely labeled in that labels attached to the bags represented the seed to contain the noxious-weed seed bermudagrass at the rate of 72 per pound; whereas, the seed was found to contain 208 bermudagrass seeds per pound.

White clover seed, lots Nos. 4 and 7, were each falsely labeled in that labels attached to the bags represented lot No. 4 to contain the noxious-weed seed bermudagrass at the rate of 18 per pound, and represented lot No. 7 to contain no noxious-weed seeds; whereas, lots Nos. 4 and 7 contained bermudagrass seeds at the rates of 169 and 104 per pound, respectively.

On March 7, 1963, a judgment in the amount of $250 plus costs was entered against W. T. Nolin.

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554. Failure to label to indicate the presence of noxious-weed seeds, false labeling as to noxious-weed seeds, and excessive noxious-weed seeds. U. S. v. Tennessee Valley Seed Company, Inc., Knoxville, Tennessee. (FS 965)

Tennessee Valley Seed Company, Inc., transported from Knoxville, Tennessee, 20 bags of crimson clover seed to Rome, Georgia, on August 30, 1960; 10 bags of orchardgrass seed to Murphy, North Carolina, during the period from September 14 to September 21, 1960; and 10 bags of tall fescue seed to Murphy, North Carolina, on February 9, 1961.

A complaint was filed in U. S. District Court for the Eastern District of Tennessee alleging that Tennessee Valley Seed Company, Inc., transported in interstate commerce 20 bags of crimson clover seed, 10 bags of orchardgrass seed, and 10 bags of tall fescue seed in violation of the Federal Seed Act.

The crimson clover seed was falsely labeled in that labels attached to the bags represented the seed to contain the noxious-weed seed wild mustard at the rate of 18 per pound; whereas, the seed was found to contain wild mustard seeds at the rate of 306 per pound. In addition, agricultural seed containing in excess of 100 wild mustard seeds is prohibited from sale in the State of Georgia and therefore is prohibited from shipment into that State under the Federal Seed Act.

Labels attached to the bags of orchardgrass seed failed to indicate the presence of any wild onion seeds or bulblets; whereas, the seed was found to contain wild onion seeds or bulblets at the rate of 104 per pound. Wild onion seeds or bulblets are considered restricted noxious-weed seeds in the State of North Carolina. It is required under the Federal Seed Act, by reason of the North Carolina State law and regulations, that agricultural seed shipped into that State shall be labeled to show the name and number per pound of such noxious-weed seeds. In addition, agricultural seed containing in excess of 27 wild onion seeds or bulblets per pound is prohibited from sale in the State of North Carolina and therefore is prohibited from shipment into that State under the Federal Seed Act.

The tall fescue seed was also incompletely labeled with respect to the presence of noxious-weed seeds in that labels attached to the bags represented the seed to contain noxious-weed seeds; whereas, the seed was found to contain wild onion seeds or bulblets at the rate of 45 per pound.

On January 3, 1963, a judgment in the amount of $250 plus costs was entered against Tennessee Valley Seed Company, Inc.

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555. False labeling as to germination. U. S. v. R. F. Gunkelman & Sons, Inc., Fargo, North Dakota. (FS 966)

R. F. Gunkelman & Sons, Inc., on February 24, 1961, transported from Fargo, North Dakota, to Fergus Falls, Minnesota, 10 bags of sweet clover seed.

A complaint was filed in U. S. District Court for the District of North Dakota alleging that R. F. Gunkelman & Sons, Inc., transported in interstate commerce 10 bags of the seed in violation of the Federal Seed Act.

The seed was falsely labeled with respect to the percentage of germination and the total germination and hard seed percentage in that labels attached to the bags represented the seed to have a germination of 90 percent, 1 percent hard seeds, and a total germination and hard seed percentage of 91; whereas, the seed was found to have a germination of 65 percent and 1 percent hard seeds, or a total germination and hard seed percentage of 66, in April 1961.

On May 20, 1963, R. F. Gunkelman & Sons, Inc., paid to the United States $50 plus $23 costs in settlement of the complaint.

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556. False labeling as to noxious-weed seeds. U. S. v. Buchanan-Cellers Grain Company, McMinnville, Oregon. (FS 967)

Buchanan-Cellers Grain Company, on August 15, 1960, delivered for transportation from Albany, Oregon, to Greenville, North Carolina, 500 bags of crimson clover seed.

A complaint was filed in U. S. District Court for the District of Oregon alleging that Buchanan-Cellers Grain Company delivered

for transportation in interstate commerce 93 bags of the seed in violation of the Federal Seed Act.

The seed had a false labeling in that labeling accompanying and pertaining to the shipment represented the seed to contain the noxious-weed seed wild mustard at the rate of 36 per pound; whereas, the seed was found to contain wild mustard seeds at the rate of 378 per pound.

On June 10, 1963, a judgment in the amount of $25 was entered against Buchanan-Cellers Grain Company.

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557. Prohibited noxious-weed seeds in oat seed. U. S. v. 294 bags, more or less, of oat seed. (FS 968)

Griffith Seed Company, Bloomington, Illinois, on February 21, 1962, delivered for transportation in interstate commerce from Covington, Ohio, to Cumberland, Chewsville, and Hagerstown, Maryland, a total of 571 bags of oat seed.

A libel was filed in the U. S. District court for the District of Maryland requesting seizure of 294 bags, more or less, of the seed and alleging it to be in violation of the Federal Seed Act.

Samples representing 102, 122, and 70 bags of the seed were each found to contain quackgrass seeds at the rate of four per pound; whereas, agricultural seed containing any quackgrass seeds is prohibited from sale in the State of Maryland and therefore is prohibited from shipment into that State under the Federal Seed Act.

On October 25, 1962, the U. S. District Court issued a decree of condemnation and released the seed to be recleaned under the supervision of the U. S. Department of Agriculture at the expense of the claimant.

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558. False labeling as to purity, excessive noxious-weed seeds, and incomplete labeling. U. S. v. Lewis Seed Company, Louisville, Kentucky. (FS 971)

Lewis Seed Company delivered for transportation from Louisville, Kentucky, to Paoli, Indiana, four bags of mixed orchardgrass and tall fescue seed on March 2, 1961, and four bags of mixed orchardgrass and tall fescue seed on March 16, 1961.

A complaint was filed in U. S. District Court for the Western District of Kentucky alleging that Lewis Seed Company delivered for transportation in interstate commerce four bags of the mixed orchardgrass and tall fescue seed shipped on March 2, 1961, and four bags of the mixed orchardgrass and tall fescue seed shipped on March 16, 1961, in violation of the Federal Seed Act.

The mixed orchardgrass and tall fescue seed shipped on March 2, 1961, was falsely labeled with respect to the percentage of orchardgrass seed and the percentage of weed seeds in that labels attached to the bags represented the seed to consist, in part, of 88.00 percent orchardgrass seed and 0.50 percent weed seeds; whereas, the seed was found to consist, in part, of 57.26 percent orchardgrass seed, 36.26 percent tall fescue seed, and 1.67 percent weed seeds. Also, the seed had an incomplete labeling in that labels attached to the bags did not indicate the name and percentage of tall fescue seed and the percentage of germination thereof. In addition, the seed was found to contain the noxious-weed seed wild garlic at the rate of 52 per pound; whereas, agricultural seed containing any wild garlic seeds or bulblets is prohibited from sale in the State of Indiana and therefore is prohibited from shipment into that State under the Federal Seed Act.

The mixed orchardgrass and tall fescue seed shipped on March 16, 1961, was falsely labeled with respect to the percentages of orchardgrass seed, tall fescue seed, other crop seeds, inert matter, and weed seeds in that labels attached to the bags represented the seed to contain 61.00 percent orchardgrass seed, 28.00 percent tall fescue seed, 9.85 percent other crop seeds, 1.00 percent inert matter, and 0.15 percent weed seeds; whereas, the seed was found to consist of 44.99 percent orchardgrass seed, 48.12 percent tall fescue seed, 0.06 percent other crop seeds, 5.80 percent inert matter, and 1.03 percent weed seeds.

On July 27, 1962, Lewis Seed Company paid to the United States $200 plus $22.60 costs in settlement of the complaint.

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559. False labeling as to variety, incomplete labeling, and failure to keep a complete record. U. S. v. Garrison Elevator Company, Inc. (FS 972)

Garrison Elevator Company, Inc., on December 28, 1959, transported from Lochiel, Indiana, to Louisville, Kentucky, 41,900 pounds of oat seed.

A complaint was filed in U. S. District Court for the Southern District of Indiana alleging that Garrison Elevator Company, Inc., transported in interstate commerce 41,900 pounds of the seed in violation of the Federal Seed Act.

The seed was falsely labeled as to variety in that labeling accompanying and pertaining to the shipment represented the seed to be the Columbia variety of oat; whereas, the seed was not the Columbia variety. Also, the invoice or other documents accompanying and pertaining to the shipment failed to bear the detailed information required by the Federal Seed Act.

In addition, a complete record of the purity of the seed, including a grower's declaration of variety or other documents establishing the variety to be that stated in the labeling, was not kept by Garrison Elevator Company, Inc., as required by the Federal Seed Act and the regulations thereunder.

On November 29, 1962, a judgment in the amount of $75 was entered against Garrison Elevator Company, Inc.

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560. Excessive noxious-weed seeds and false labeling as to noxious-weed seeds. U. S. v. James Hal Wallace, d/b/a Wallace Seed Company, Jackson, Tennessee. (FS 973)

James Hal Wallace, on October 1, 1960, transported from Jackson, Tennessee, to West Memphis, Arkansas, 15 bags of red clover seed.

A complaint was filed in U. S. District Court for the Western District of Tennessee alleging that James Hal Wallace, doing business as Wallace Seed Company, transported in interstate commerce eight bags of the seed in violation of the Federal Seed Act.

The seed was falsely labeled with respect to the rate of occurrence of noxious-weed seeds in that labels attached to the bags represented the seed to contain the noxious-weed seed dodder at the rate of 27 per pound; whereas, the seed was found to contain dodder seeds at the rate of 432 per pound.

Agricultural seed containing in excess of 300 dodder seeds per pound is prohibited from sale in the State of Arkansas and therefore is prohibited from shipment into that State under the Federal Seed Act.

On September 24, 1962, a judgment in the amount of $200 plus costs was entered against James Hal Wallace.

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561. False labeling as to purity, germination, and noxious-weed seeds; failure to indicate the presence of noxious-weed seeds; and excessive noxious-weed seeds. U. S. v. Dothan Seed & Supply Company, Inc., Dothan, Alabama. (FS 974)

Dothan Seed & Supply Company, Inc., transported from Dothan, Alabama, 10 bags of crimson clover seed to Colquitt, Georgia, on July 27, 1960, and 10 bags of sorghum seed to Moultrie, Georgia, on May 15, 1961.

A complaint was filed in U. S. District Court for the Middle District of Alabama alleging that Dothan Seed and Supply Company, Inc., transported in interstate commerce eight bags of crimson clover seed and eight bags of sorghum seed in violation of the Federal Seed Act.

The crimson clover seed was falsely labeled in that labels attached to the bags represented the seed to contain no noxious-weed seeds, to be one lot of seed, and to consist, in part, of 98.50 percent pure seed; whereas, the seed was found to contain the noxious-weed seeds cheat, dock, and buckhorn plantain at collective rates varying from 126 to 666 per pound; the seed was not one "lot of seed" as that term is defined in the regulations under the Federal Seed Act; and five bags of the seed were found to consist, in part, of 95.10 to 96.78 percent pure seed. Cheat, dock, and bracted plantain seeds are considered noxious-weed seeds in the State of Georgia. It is required under the Federal Seed Act, by reason of the Georgia State law and regulations, that agricultural seed shipped into that State shall be labeled to show the name and number per pound of such noxious-weed seeds.

Seven bags of the crimson clover seed were found to contain the noxious-weed seed dock at rates varying from 234 to 558 per pound. Agricultural seed containing dock seeds in excess of 100 per pound is prohibited from sale in the State of Georgia and therefore is prohibited from shipment into that State under the Federal Seed Act.

The sorghum seed was falsely labeled as to the percentage of germination in that labels attached to the bags represented the

seed to have a germination of 79 percent; whereas, the seed was found to have a germination of 44 percent in June 1961.

On September 4, 1962, a judgment in the amount of $200 plus $37.40 costs was entered against Dothan Seed & Supply Company, Inc.

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562. False labeling as to germination. U. S. v. 25 bags, more or less, of sudangrass seed. (FS 975)

Justin Seed Company, Justin, Texas, on May 1, 1962, delivered for transportation in interstate commerce from Justin, Texas, to Atoka, Oklahoma, 30 bags of sudangrass seed.

A libel was filed in U. S. District Court for the Eastern District of Oklahoma requesting seizure of 25 bags, more or less, of the seed and alleging it to be in violation of the Federal Seed Act.

The seed was labeled to have a germination of 85 percent; whereas, the seed was found to have a germination of 53 percent in May 1962.

On September 19, 1962, the U. S. District Court issued a decree of condemnation ordering that the seed be destroyed.

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563. False labeling as to germination. U. S. v. 21 bags, more or less, of sudangrass seed. (FS 976)

Justin Seed Company, Justin, Texas, on May 8, 1962, delivered for transportation in interstate commerce from Justin, Texas, to Guthrie, Oklahoma, 310 bags of sudangrass seed.

A libel was filed in U. S. District Court for the Western District of Oklahoma requesting seizure of 21 bags, more or less, of the seed and alleging it to be in violation of the Federal Seed Act.

The seed was labeled to have a germination of 85 percent; whereas, the seed was found to have a germination of 46 percent in June 1962.

On August 27, 1962, the U. S. District Court issued a decree of condemnation ordering the seed to be delivered to the Federal Reformatory, El Reno, Oklahoma, for use at that institution.

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654. False labeling as to germination. U. S. v. 69 bags, more or less, of sudangrass seed. (IS 977)

Justin Seed Company, Justin, Texas, on April 28, 1962, transported in interstate commerce from Justin, Texas, to Hobart, Oklahoma, 380 bags of sudangrass seed.

A libel was filed in U. S. District Court for the Western District of Oklahoma requesting seizure of 69 bags, more or less, of the seed and alleging it to be in violation of the Federal Seed Act.

The seed was labeled to have a germination of 84 percent; whereas, the seed was found to have a germination of 35 percent in June 1962.

On September 5, 1962, the U. S. District Court issued a decree of condemnation ordering the seed to be delivered to the Federal Reformatory, El Reno, Oklahoma, for use at that institution.

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565. False labeling as to germination. U. S. v. 90 bags, more or less, of sudangrass seed. (FS 978)

Justin Seed Company, Justin, Texas, on May 9, 1962, delivered for transportation in interstate commerce from Justin, Texas, to Hobart, Oklahoma, 90 bags of sudangrass seed.

A libel was filed in U. S. District Court for the Western District of Oklahoma requesting seizure of 90 bags, more or less, of the seed and alleging it to be in violation of the Federal Seed Act.

The seed was labeled to have a germination of 85 percent; whereas, the seed was found to have a germination of 34 percent in June 1962.

On September 5, 1962, the U. S. District Court issued a decree of condemnation ordering the seed to be delivered to the Federal Reformatory, El Reno, Oklahoma, for use at that institution.

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566. False labeling as to germination and incomplete labeling. U. S. v. Stegall-Sylvest Seed Company, Montgomery, Alabama. (FS 980)

Stegall-Sylvest Seed Company transported from Montgomery, Alabama, 100 bags of field corn seed to Camilla, Georgia, on January 9, 1961; 200 bags of field corn seed to Cairo, Georgia, on January 16, 1961; and 20 bags of field corn seed to Cairo, Georgia, on February 11, 1961.

A complaint was filed in U. S. District Court for the Middle District of Alabama alleging that Stegall-Sylvest Seed Company transported in interstate commerce 34 bags of the seed on January 9, 1961, 59 bags of the seed on January 16, 1961, and 13 bags of the seed on February 11, 1961, in violation of the Federal Seed Act.

The field corn seed shipped to Camilla, Georgia, was falsely labeled in that labels attached to the bags represented the seed to be one lot of seed and to have a germination of 90 percent; whereas, the seed was not one "lot of seed" as that term is defined in the regulations under the Federal Seed Act and the seed in four of the bags was found to have germinations of 66, 67, 68, and 72 percent in March and April 1961.

The field corn seed shipped to Cairo, Georgia, on January 16, 1961, was falsely labeled in that labels attached to the bags represented the seed to have a germination of 90 percent; whereas, the seed was found to have a germination of 53 percent in June 1961.

The field corn seed shipped to Cairo, Georgia, on February 11, 1961, was falsely labeled in that labels attached to the bags represented the seed to have a germination of 90 percent; whereas, the seed was found to have a germination of 45 percent in March 1961.

In addition, labels attached to the bags in each of the shipments did not bear the name and address of the interstate shipper or, in lieu thereof, the name and address of the consignee together with a code designation assigned by the Secretary of Agriculture identifying the interstate shipper as required by the Federal Seed Act.

On November 9, 1962, a judgment in the amount of $375 plus costs was entered against Stegall-Sylvest Seed Company. Stegall-Sylvest Seed Company was also enjoined from failing to label its interstate shipments of seed to show the name and address of the interstate shipper or, in lieu thereof, the name and address of the consignee together with a code designation assigned by the Secretary of Agriculture identifying the interstate shipper.

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567. False labeling as to germination and incomplete labeling. U. S. v. Sylvest Hybrid Corn Company, Montgomery, Alabama. (FS 983)

Sylvest Hybrid Corn Company delivered for transportation from Montgomery, Alabama, to Vidalia, Georgia, 500 bags of field corn seed, lot No. 0124MF, on February 2, 1961, and 500 bags of field corn seed, lot No. 0125MF, 30 bags of field corn seed, lot No. 0127MF, and 95 bags of field corn seed, lot No. 0147LF, on February 3, 1961.

A complaint was filed in U. S. District Court for the Middle District of Alabama alleging that Sylvest Hybrid Corn Company delivered for transportation in interstate commerce 136 bags of lot No. 0124MF, 500 bags of lot No. 0125MF, 19 bags of lot No. 0127MF, and 10 bags of lot No. 0147LF.

The field corn seed shipped on February 2, 1961, was falsely labeled in that labels attached to the bags represented the seed to be one lot of seed and to have a germination of 90 percent; whereas, the seed was not one "lot of seed" as that term is defined in the regulations under the Federal Seed Act and two bags of the seed were found to have germinations of 61 and 63 percent in June 1961.

The seed shipped to Vidalia, Georgia, on February 3, 1961, was falsely labeled in that labels attached to the bags of lot No. 0125MF represented the seed to be one lot of seed; whereas, the seed was not one "lot of seed" as that term is defined in the regulations under the Federal Seed Act. Also, labels attached to the bags in each lot represented the seed to have a germination of 90 percent; whereas, 18 bags of lot No. 0125MF, 19 bags of lot No. 0127MF, and 10 bags of lot No. 0147LF were found to have germinations varying from 40 to 67 percent in April and June 1961.

Labels attached to the bags in each of the shipments did not bear the name and address of the interstate shipper or, in lieu thereof, the name and address of the consignee together with a code designation assigned by the Secretary of Agriculture identifying the interstate shipper as required by the Federal Seed Act.

On February 6, 1963, a judgment in the amount of $300 plus $37 costs was entered against Sylvest Hybrid Corn Company.

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568. Failure to indicate the presence of noxious-weed seeds, excessive noxious-weed seeds, failure to keep a complete record, and false labeling as to germination. U. S. v. Payne Bros. Seed Company, Nashville, Tennessee. (FS 985)

Payne Bros. Seed Company transported from Nashville, Tennessee, 2 bags of orchardgrass seed to Asheville, North Carolina, on September 24, 1960, and 10 bags of sericea lespedeza seed to Russellville, Alabama, on May 18, 1961.

A complaint was filed in U. S. District Court for the Middle District of Tennessee alleging that Payne Bros. Seed Company transported in interstate commerce 2 bags of orchardgrass seed and 10 bags of sericea lespedeza seed in violation of the Federal Seed Act.

Labels attached to the bags of orchardgrass seed did not indicate the presence of any wild onion seeds or bulblets; whereas, the seed was found to contain wild onion seeds or bulblets at the rate of 143 per pound. Wild onion seeds or bulblets are considered restricted noxious-weed seeds in the State of North Carolina. In addition, agricultural seed containing in excess of 27 wild onion seeds or bulblets is prohibited from sale in the State of North Carolina and therefore is prohibited from shipment into that State under the Federal Seed Act.

A complete record of the purity of the orchardgrass seed, including a file sample, was not kept by Payne Bros. Seed Company as required by the Federal Seed Act and the regulations thereunder.

The sericea lespedeza seed was falsely labeled in that labels attached to the bags represented the seed to have a germination of 85 percent; whereas, the seed was found to have a germination of 56 percent in July 1961.

On March 12, 1963, a judgment in the amount of $150 was entered against Payne Bros. Seed Company.

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569. False labeling as to variety and failure to keep a complete record. U. S. v. Sexton & Sons, Inc., Rocky Mount, North Carolina. (FS 988)

Sexton & Sons, Inc., on September 19, 1960, transported from Rocky Mount, North Carolina, to Emporia, Virginia, 100 bags of barley seed and 50 bags of rye seed.

A complaint was filed in U. S. District Court for the Eastern District of North Carolina alleging that Sexton & Sons, Inc., transported in interstate commerce 100 bags of barley seed and 50 bags of rye seed in violation of the Federal Seed Act.

The barley and rye seed were each falsely labeled in that labels attached to the bags of barley seed represented the seed to be the Colonial No. 2 variety and labels attached to the bags of rye seed represented the seed to be the Abruzzi variety; whereas, the barley seed was not the Colonial No. 2 variety and the rye seed was not the Abruzzi variety.

In addition, a complete record of the purity of the barley and rye seed, including growers' declarations of variety or invoices or other documents establishing the varieties to be those stated in the labeling, were not kept for a period of three years by Sexton & Sons, Inc., as required by the Federal Seed Act and the regulations thereunder.

On June 27, 1963, Sexton & Sons, Inc., paid to the United States $250 in settlement of the complaint.

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570. False labeling as to germination. U. S. v. The Blakely Peanut Company, Blakely, Georgia. (FS 989)

The Blakely Peanut Company, on April 4, 1961, delivered for transportation from Blakely, Georgia, to Abbeville, Alabama, 100 bags of peanut seed.

A complaint was filed in U. S. District Court for the Middle District of Georgia alleging that The Blakely Peanut Company delivered for transportation in interstate commerce 42 bags of the seed in violation of the Federal Seed Act.

The seed was falsely labeled in that labels attached to the bags represented the seed to have a germination of 70 percent; whereas, the seed was found to have a germination of 42 percent in May 1961.

On March 27, 1963, a judgment in the amount of $100 plus $50.72 costs was entered against The Blakely Peanut Company.

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571. False labeling as to variety and failure to keep a complete record. U. S. v. Cheyenne Wells Elevator Corp., Cheyenne Wells, Colorado. (FS 990)

Cheyenne Wells Elevator Corp., on July 25, 1960, delivered for transportation from Cheyenne Wells, Colorado, to Springfield, Missouri, 342 bags of rye seed.

A complaint was filed in U. S. District Court for the District of Colorado alleging that Cheyenne Wells Elevator Corp. delivered for transportation in interstate commerce 33 bags of the seed in violation of the Federal Seed Act.

The seed was falsely labeled in that labels attached to the bags represented the seed to be the Balbo variety; whereas, the seed was not the Balbo variety.

A complete record of the purity, including a grower's declaration of variety or invoice or other documents establishing the variety to be that stated in the labeling, was not kept for a period of three years by Cheyenne Wells Elevator Corp. as required by the Federal Seed Act and the regulations thereunder.

On April 24, 1963, a judgment in the amount of $90 plus costs was entered against Cheyenne Wells Elevator Corp.

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572. False labeling as to germination, date of test, purity, and noxious-weed seeds and failure to indicate the presence of noxious-weed seeds. U. S. v. Rudy-Patrick Seed Co., Inc., Kansas City, Missouri. (FS 992)

Rudy-Patrick Seed Company, Inc., transported from Kansas City, Missouri, to Wagoner, Oklahoma, 70 bags of smooth brome seed on August 10, 1961; delivered for transportation from Springdale, Arkansas, to Stilwell, Oklahoma, 30 bags of tall fescue seed on August 25, 1961; and transported from Garland, Texas, to Bartlesville, Oklahoma, 20 bags of rye seed on September 11, 1961.

A complaint was filed in U. S. District Court for the Western District of Missouri alleging that Rudy-Patrick Seed Company, Inc., transported or delivered for transportation in interstate commerce 5 bags of smooth brome seed, 30 bags of tall fescue seed, and 17 bags of rye seed in violation of the Federal Seed Act.

The smooth brome seed was falsely labeled in that labels attached to the bags represented the seed to have been tested in July 1961 to determine the percentage of germination and to have a germination of 70 percent; whereas, the seed had not been tested in July 1961 to determine the percentage of germination and the seed was found to have a germination of 48 percent in October 1961.

The tall fescue seed was falsely labeled in that labels attached to the bags represented the seed to have a germination of 85 percent; whereas, the seed was found to have a germination of 48 percent in December 1961.

The rye seed was falsely labeled in that labels attached to the bags represented the seed to contain no noxious-weed seeds and to consist, in part, of 2.95 percent other crop seeds; whereas, the seed was found to contain corncockle and cheat or chess seeds at the rates of 17 and 7 per pound, respectively, and to consist, in part, of 5.22 percent other crop seeds. Corncockle and cheat or chess seeds are considered noxious-weed seeds in the State of Oklahoma. It is required under the Federal Seed Act, by reason of the Oklahoma State law and regulations, that agricultural seed shipped into that State shall be labeled to show the name and number per pound of such noxious-weed seeds.

On May 8, 1963, a judgment in the amount of $300 plus costs was entered against Rudy-Patrick Seed Company, Inc.

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573. False labeling as to germination and failure to indicate the presence of noxious-weed seeds. U. S. v. Terry Horn, d/b/a Terry Horn Seed Company, Knoxville, Tennessee. (FS 995)

Terry Horn delivered for transportation from Knoxville, Tennessee, 100 bags of tall fescue seed to Chamblee, Georgia, on October 6, 1960, and 8 bags of ryegrass seed to Atlanta, Georgia, on October 20, 1960.

A complaint was filed in U. S. District Court for the Eastern District of Tennessee alleging that Terry Horn, doing business as Terry Horn Seed Company, delivered for transportation in interstate commerce 23 bags of tall fescue seed and 2 bags of ryegrass seed in violation of the Federal Seed Act.

The tall fescue seed was falsely labeled in that labels attached to the bags represented the seed to have a germination of 85 percent; whereas, the seed was found to have a germination of 62 percent in December 1960.

Labels attached to the bags of ryegrass seed did not indicate the presence of any sheep sorrel seeds; whereas, the seed was found to contain sheep sorrel seeds at the rate of 189 per pound. Sheep sorrel seeds are considered noxious-weed seeds in the State of Georgia. It is required under the Federal Seed Act, by reason of the Georgia State law and regulations, that agricultural seed shipped into that State shall be labeled to show the name and number per pound of such noxious-weed seeds.

On January 31, 1963, Terry Horn paid to the United States $75 plus $23.72 costs in settlement of the complaint.

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574. False labeling as to germination. U. S. v. Bert Covington, d/b/a Covington Grain & Seed Company, Guthrie, Kentucky. (FS 996)

Bert Covington, on September 14, 1960, transported from Guthrie, Kentucky, to Knoxville, Tennessee, 300 bags of tall fescue seed.

A complaint was filed in U. S. District Court for the Western District of Kentucky alleging that Bert Covington, doing business as Covington Grain & Seed Company, transported in interstate commerce 23 bags of the seed in violation of the Federal Seed Act.

The seed was falsely labeled in that labeling accompanying and pertaining to the shipment represented the seed to have a germination of 87 percent; whereas, the seed was found to have a germination of 62 percent in December 1960.

On June 3, 1963, a judgment in the amount of $150 plus $35.24 costs was entered against Bert Covington.

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575. False labeling as to noxious-weed seeds and excessive noxious-weed seeds. U. S. v. Segrest Feed & Seed Company, Inc., Slocomb, Alabama. (FS 997)

Segrest Feed & Seed Company, Inc., on September 21, 1961, transported from Slocomb, Alabama, to Graceville, Florida, 15 bags of oat seed.

A complaint was filed in U. S. District Court for the Middle District of Alabama alleging that Segrest Feed & Seed Company, Inc., transported in interstate commerce 15 bags of the seed in violation of the Federal Seed Act.

The seed was falsely labeled in that labels attached to the bags represented the seed to contain no noxious-weed seed; whereas, the seed was found to contain wild radish seeds at the rate of 79 per pound. Wild radish seeds are considered restricted noxious-weed seeds in the State of Florida and are considered noxious-weed seeds under the Federal Seed Act when occurring in agricultural seed shipped into that State.

In addition, agricultural seed containing in excess of 27 wild radish seeds per pound is prohibited from sale in the State of Florida and therefore is prohibited from shipment into that State under the Federal Seed Act.

On May 8, 1963, a judgment in the amount of $100 plus costs was entered against Segrest Feed & Seed Company, Inc. A count alleging failure of Segrest Feed & Seed Company, Inc., to keep a complete record of the purity of the seed was dismissed.

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576. Incomplete labeling as to quality and treatment and false labeling as to certification. U. S. v. Southern States Fredericksburg Cooperative, Inc., Fredericksburg, Virginia. (FS 998)

Southern States Fredericksburg Cooperative, Inc., on September 16, 1961, transported or delivered for transportation from Fredericksburg, Virginia, to Westminster, Maryland, 45 bags of wheat seed.

A complaint was filed in U. S. District Court for the Eastern District of Virginia alleging that Southern States Fredericksburg Cooperative, Inc., transported or delivered for transportation in interstate commerce eight bags of the seed in violation of the Federal Seed Act.

The bags failed to bear labels giving the detailed information as to quality required under the Federal Seed Act.

The seed was found to be treated; whereas, the bags failed to bear labels giving the detailed information required for treated seed under the Federal Seed Act.

The seed was falsely labeled in that labeling accompanying and pertaining to the seed represented the seed to be certified; whereas, the bags failed to bear official labels issued for such seed by a seed certifying agency stating that the seed was certified as required under the Federal Seed Act.

On April 5, 1963, Southern States Fredericksburg Cooperative, Inc., paid to the United States $150 plus $18.48 costs in settlement of the complaint.

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577. False labeling as to germination and date of test and incomplete labeling. U. S. v. The Sexauer Co., West Fargo, North Dakota. (FS 999)

The Sexauer Company delivered for transportation from West Fargo, North Dakota, 400 bags of alfalfa seed to Ada, Minnesota, on February 2, 1962; 50 bags of alfalfa seed to Perham, Minnesota, on February 6, 1962; and 40 bags of alfalfa seed to Perham, Minnesota, on April 19, 1962.

A complaint was filed in U. S. District Court for the District of North Dakota alleging that The Sexauer Company delivered for transportation in interstate commerce 25 bags of alfalfa seed on February 2, 1962, 50 bags of alfalfa seed on February 6, 1962, and 8 bags of alfalfa seed on April 19, 1962, in violation of the Federal Seed Act.

The alfalfa seed shipped on February 2, 1962, was falsely labeled in that labeling accompanying and pertaining to the shipment represented that the seed had been tested in January 1962 to determine the percentages of germination and hard seeds and that the seed had a germination of 74 percent and 6 percent hard seeds; whereas, the seed had not been tested in January 1962 to determine the percentages of germination and hard seeds and the seed was found to have germination and hard seed percentages of 62 and 2, respectively, in May 1962. In addition, the bags failed to bear labels giving the detailed information required under the Federal Seed Act.

The alfalfa seed shipped on February 6, 1962, was falsely labeled in that labels attached to the bags represented that the seed had been tested in January 1962 to determine the percentages of germination and hard seeds and that the seed had a germination of 74 percent and 6 percent hard seeds; whereas, the seed had not been tested in January 1962 to determine the percentages of germination and hard seeds and the seed was found to have germination and hard seed percentages of 62 and 1, respectively, in April 1962.

The alfalfa seed shipped on April 19, 1962, was falsely labeled in that labels attached to the bags represented that the seed had been tested in March 1962 to determine the percentages of germination and hard seeds and that the seed had a germination of 78 percent and 2 percent hard seeds; whereas, the seed had not been tested in March 1962 to determine the percentages of germination and hard seeds and the seed was found to have germination and hard seed percentages of 60 and 1, respectively, in June 1962.

On June 4, 1963, The Sexauer Company paid to the United States $325 in settlement of the complaint.

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578. Failure to indicate the presence of noxious-weed seeds; false labeling with respect to certification, treatment, germination, date of test, and origin; incomplete labeling as to treatment; failure to keep a complete record; and failure to test within a 5-month period prior to shipment. U. S. v. Seaboard Seed Company, Philadelphia, Pennsylvania. (FS 1000)

Seaboard Seed Company delivered for transportation from Philadelphia, Pennsylvania, 10 bags of oat seed to Centerville, Maryland, on August 15, 1960; 80 bags of oat seed to Pocomoke City, Maryland, on August 24, 1960; 864 1-pound and 144 5-pound containers of mixed lawn seed to Boston, Massachusetts, on January 16, 1961; 3 bags of sorghum seed to Hockessin, Delaware, on March 6, 1961; 2 bags of Japanese millet seed to Hockessin, Delaware, on March 29, 1961; and 5 bags of alfalfa seed to Chestertown, Maryland, on September 1, 1961.

A complaint was filed in U. S. District Court for the Eastern District of Pennsylvania alleging that Seaboard Seed Company

delivered for transportation in interstate commerce 7 bags of oat seed on August 15, 1960, 64 bags of oat seed on August 24, 1960, 144 5-pound containers of mixed lawn seed, 3 bags of sorghum seed, 2 bags of Japanese millet seed, and 5 bags of alfalfa seed in violation of the Federal Seed Act.

Labels attached to the bags of oat seed shipped on August 15, 1960, did not indicate the presence of any noxious-weed seeds; whereas, the seed was found to contain wild garlic seeds or bulblets at the rate of four per pound. Labeling on the containers of mixed lawn seed did not indicate the presence of any noxious-weed seeds; whereas, the seed was found to contain bedstraw seeds at the rate of 104 per pound. Wild garlic seeds or bulblets and bedstraw seeds are considered restricted noxious-weed seeds in the States of Maryland and Massachusetts, respectively. It is required under the Federal Seed Act, by reason of the State laws and regulations of Maryland and Massachusetts, that agricultural seed shipped into those States shall be labeled to show the name and number per pound of such noxious-weed seeds.

The oat seed shipped on August 24, 1960, was falsely labeled in that certification labels attached to the bags represented the seed to be certified by the certification agency of the State of Pennsylvania; whereas, it had not been determined by such certification agency that the seed was produced, processed, and packaged, and conformed to standards of purity as to kind or variety in compliance with the rules and regulations of such agency pertaining to the seed. In addition, the seed had a false labeling in that labeling accompanying and pertaining to the shipment represented the seed to be treated; whereas, the seed was not treated.

Labeling on the containers of mixed lawn seed bore, in part, the treatment statement "ARASAN TREATED" and no other labeling as to treatment. The term "Arasan" is a proprietary name. The labeling on the containers failed to bear the commonly accepted coined, chemical (generic), or abbreviated chemical name of the substance used in treating the seed and an appropriate caution statement as required for treated seed by the Federal Seed Act and the regulations thereunder.

A complete record of the germination and purity of the mixed lawn seed was not kept for a period of three years by Seaboard Seed Company as required by the Federal Seed Act and the regulations thereunder.

The sorghum seed was falsely labeled in that labels attached to the bags represented that the seed had been tested in January 1961 to determine the percentage of germination and that the seed had a germination of 85 percent; whereas, the seed had not been tested in January 1961 to determine the percentage of germination and the seed was found to have a germination of 67 percent in June 1961.

The Japanese millet seed was falsely labeled in that labels attached to the bags represented that the seed had been tested in February 1961 to determine the percentage of germination and that the seed had a germination of 75 percent; whereas, the seed had not been tested in February 1961 to determine the percentage of germination and the seed was found to have a germination of 57 percent in June 1961.

The alfalfa seed was falsely labeled in that labels attached to the bags represented that the seed had been grown in California, that the seed had been tested in August 1961 to determine the percentage of germination, and that the seed had a germination of 85 percent; whereas, the seed had not been grown in California, the seed had not been tested in August 1961 to determine the percentage of germination, and the seed was found to have a germination of 68 percent in December 1961.

A test to determine the percentage of germination of the alfalfa seed was not made within a 5-month period immediately prior to delivery for transportation in interstate commerce as required by the Federal Seed Act.

On May 22, 1963, a judgment in the amount of $1,500 plus $23.72 costs was entered against Seaboard Seed Company.

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INDEX, BY SHIPPER, OF PROSECUTION CASES
UNDER THE FEDERAL SEED ACT, 544-578

All cases were filed under section 406(b) of the Federal Seed Act which provides for a civil proceeding.

INDEX, BY SHIPPER, OF SEIZURE CASES
UNDER THE FEDERAL SEED ACT, 557-565

* The listing of names and addresses of shippers of seed seized under section 405 of the Federal Seed Act is considered to be information pertinent to the issuance of the judgment by the court and does not mean that the shipper was found guilty of violation of the Federal Seed Act. The action in seizure cases is against the seed.